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File No. O. Saranjams 417

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Legal DEPARTMENT

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Subject :—

Confirming ~~[illegible]~~ Saranjams

Estate Act.

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Legal Department File No. G. Saranjam / 1947.

Sr. No.	Compilation No.	Subject	Pages.
1.		Opinions under Saranjam Estate Act.	
1.	G. No. 4722/8-5-47	Question whether Sangl Director has claim to the teak trees on the land.	1-3.
2.	G.No. 43634/31-10-47.	Rule 7 of the Saranjam Rules question whether there is any objection to direct the Saranjam or to make a provision for Mr. T. G. Limaye from the revenues of the Inam Saranjam.	

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Usually the Saranjams granted by the native rulers were continued under the old terms by the British Government. In Shaik Sultan Sani vs. Ajmodin (I. L. R. 17 Bom. 431) it was observed:

> "The engagement entered into by treaty between the British Government and the Raja of Satara in 1819 and the terms fixed separately with several Satara Jahagirdars in 1820 did not impart any greater fixity of tenure than had previously belonged to the latter under Maratha rule."

Article 8 of the Treaty between the East India Company and Chintaman Rao Appah Patwardhan whereunder Survey No. 66 of Kasarsai village in Haveli Taluka of Poona district was continued provides:

> "Any villages, lands or other possessions belonging to your Saranjams or inam situated within the lands of Government shall be continued without obstruction as they have heretofore been continued."

The Treaty contain no clear express terms of the grant of the land nor does it indicate that the grant included the right to the trees thereon. Consequently to determine whether the grant of the land included the right to the trees it would following the principle laid down in Shaik Sultan Sani v. Ajmodin, be necessary to consider whether the grant of the land by the Peshawas included such right. The letter of 1764-65 referred to by the Commissioner, C.D., in his letter at page 13 ante shows that the Peshwas had ordered that nobody should be allowed to cut wood. This letter clearly implies that the Peshwas granted not include the right to trees on the land. If so, the Chief of Sangli who cannot claim anything more than what was granted to him by the Peshwas, would not be entitled to trees on the land. This has been tacitly acquiesced in by the Sangli Durbar after the grant was continued. The Sangli Durbar raised this question in 1865. After full enquiry the Collector relying on the letter of 1764-65 referred to above decided that the Chief of Sangli was not entitled to the teak trees on the land. It will be seen from the Sangli

Administrator's letter dated 3-10-1907 printed in the very beginning of the preamble of G. R. (R. D.) No. 3491, dated 5-4-1911, that the Sangli Durbar at that time conceded the ownership of the British Government over theteak trees and requested Governmentto sell the trees to the State or order their removal. Government Resolution (Political Department) No. 2001, dated 10-4-1905 referred to by the Diwan of Sangli in his letter at page 7 ante relates to the levy of Nazarana and is hardly relevant. The levy of the Nazarana does not alter the nature of the Sarnajam grant and affect the rights attached to that grant. It is therefore clear that the Sangli Durbar has no claim to the teak trees on the land.

Ja. P. M. L.

Remembrancer of Legal Affairs.

R.R. to R. D., No. 4702 dated the 8th May 1947.

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Saranjams. - Grant of maintenance allowance under rule 7 on the ground of old age.

Rule 7 of the Saranjam Rules provides:

"Every Saranjamdar shall be responsible for making a suitable provision for the maintenance of the widow or widows of the preceding Saranjamdar, his own brothers, or any other member of his family who, having a valid claim arising from infancy, mental or physical infirmity rendering such member incapable of earning a livelihood, may be deemed deserving of support at his hands. When this obligation is not fulfilled by any Saranjamdar, Government may direct him to make suitable provision for such persons and may fix the amount, which he shall pay in each instance: Provided that no one who has independent means of his own, or is, in the opinion of Government, otherwise sufficiently provided for, shall be entitled to maintenance from the Saranjamdar."

While the term "family" may be said to have well defined broad and comprehensive meaning in general, it is of great flexibility and is capable of many different meanings according to the connection in which it is used. Thus it may mean "children", "wife and children", "blood relations" or the "members of the domestic circles" according to the context. It may be of narrow or broad meaning as the intention of the parties using the word or the intention of the law using it (See Wyer's Law Lexicon, page 433). The term "Family" in rule 7 appears to have been used in a broad sence of "blood relations." For, such relations are entitled to certain dignity the maintenance of which is the responsibility of the Saranjamdar. As an a member of the junior branch, Mr. T. G. Mantri is a blood relation of the Saranjamdar and is such a member of his family. He is an old man of 60 and is incapable of earning his livelihood. A person can be said to be infirm when he is physically weak, especially through old age it is, apparently on that account that he is incapable of earning his livelihood. He, therefore, fulfils, the two conditions required by the rule. He is

not otherwise provided for and is, therefore, deserving of support. In the circumstances there appears no objection to taking action under rule 7 of the Saranjam Rules and directing the Saranjamdar to make a provisions for Mr. T. G. Mantri

Id. P.M.L: 30/12

Rembrancer of Legal Affairs.

U.R. to P. and S.D., No. 13534 dated 31st December, 1947.

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